

**REGULATIONS FOR  
COMBINED INSURANCE OF RISKS RELATED TO EXPENSES OF CITIZENS  
LEAVING THE PLACE OF THEIR PERMANENT RESIDENCE**

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**1. General Provisions**

1.1. These Regulations are made in compliance with the laws of the Russian Federation and regulate relationships between the Insurer, having an insurance license issued by the insurance supervision authority, and the Insured according to the contracts of insurance against possible Insured’s losses that may occur during his temporary being outside of the place of his permanent residence.

1.2. According to the insurance contract the Insurer undertakes for the certain fee (the Insurance Premium) stipulated in the contract in case of any event subject to the contract (the Insured Event) reimburse (pay insurance compensation) the other party (the Insured) or any other person stipulated in the contract as the beneficiary (the Insured Person, Beneficiary) losses incurred by the insurance object due to this event within the limits of the amount determined in the contract (the Amount at Risk).

1.3. In case of entering into an insurance contract on conditions subject to these Regulations, these shall form an integral part of this insurance contract.

The conditions subject to the insurance regulations not included into the text of the insurance contract (the Insurance Policy) shall be binding for the Insured (the Insured Person, Beneficiary) if the contract (the Insurance Policy) clearly instructs to use such regulations and the regulations are provided in the document along with the contract (the Insurance Policy) or on its reverse side or attached to the same. In the latter case delivery of insurance regulations to the Insured upon execution of the Insurance Contract shall be recorded in the contract.

**2. Insurance Parties**

2.1. The Insurance Parties are the Insured, the Insurer, the Insured Person, and Beneficiary. The parties to the insurance contract are the Insured and the Insurer.

2.2. The Insurer shall be the “LEKSGARANT” Insurance Closed Joint-Stock Company licensed to provide insurance services by the insurance supervision authority of the Russian Federation.

2.3. The Insured shall be a legal entity or a legally capable person that enters into an insurance agreement with the Insurer.

The Insured have a right to enter into Insurance agreements to the benefit of third parties, the Insured Persons.

The Insured Persons under these Regulations shall be individuals only.

Provided that the Insured being an individual enters into an insurance contract related to his property interests, he shall also be the Insured Person.

2.4. The Beneficiary shall be one or several individuals and/or legal entities being beneficiaries under the insurance contract entitled to receive of insurance compensations.

2.5. Unless otherwise provided by the insurance contract, the following persons shall not be insured:

- disabled persons of 1<sup>st</sup> and 2<sup>nd</sup> groups;
- persons subject to any contraindications to traveling.

- children under 3.

2.6. Where persons older than 65 are insured, the Insurer has a right to apply higher coefficient to the base insurance rate.

2.7. Close relatives under these Regulations shall be father, mother, children (including adopted children), spouse, and siblings.

### 3. Insurance Objects

3.1. The Insurance Objects shall be Insured's (Insured Person's) property interests lawful from the point of view of the Russian Federation related to possible losses incurred as a result of infliction of harm to the Insured's (the Insured Person's, Beneficiary's) life, health, property or property interests during his temporary being outside of the place of his permanent residence or in the territory of the country stipulated in the Insurance Contract.

### 4. Insured Risks. Insured Events

4.1. An Insured Risk shall be a possible event being insured.

Occurrence of an event regarded as an insured risk shall have the features of possibility and accidentality.

According to the Insurance Contract the Insurer shall provide insurance indemnity to the Insured (the Insured Person) against the following risks that may cause losses:

-sudden illness<sup>1</sup>, accident<sup>2</sup>, death;

An Insured Events shall be an event subject to the insurance contract, the occurrence of which causes the Insurer to pay insurance compensation to the Insured (Insured Person, Beneficiary).

According to the Insurance Contract entered into according to these regulations the insured event shall be:

**4.2. Occurrence of expenses incurred due to the Insured's (Insured Person's) sudden illness, accident or death** provided that the above events occurred during his temporary being outside of the place of his permanent residence or in the territory of the country stipulated in the Insurance Contract.

The Insurer shall reimburse the following expenses to the Service Companies<sup>3</sup> that organize and perform the below activities or to the Insured (Insured Person) directly if the above was provisioned by the insurance contract upon submission of documents confirming the corresponding expenses:

**a) Medical expenses:**

- related to ambulant therapy, residential treatment (in a standard ward), including expenses related to surgery, diagnostics and compensation of medications prescribed by physician, bandage and fixation devices (ordinary splints, plaster splits, except for the special fasteners, tools and devices) and additional tools related to the primary disease only;

- related to dentistry only in case of acute aches or accident within the amount provided for by the Insurance Contract.

**b) Medical transportation expenses:**

- related to search, evacuation (transportation by an ambulance car or otherwise) from the place of occurrence to the nearest medical institution or to the nearest physician in the territory of temporary residence;

- related to urgent medical repatriation by vehicle, including expenses related to an accompanying person (if prescribed by a physician), from the territory of temporary residence to the nearest international airport (in case of foreign travel) or to the nearest airport, railway station (in case of travel in the territory of the Russian Federation and the CIS), and in case of absence of necessary medical aid. Urgent medical repatriation shall be subject to authorization by the physician of the Service Company based on the documents of local consulting physician or in case of absence of medical contraindications;

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<sup>1</sup> "sudden illness" is an illness occurred unexpectedly or during the term of the insurance contract where immediate medical intervention is necessary.

<sup>2</sup> "accident" (for the purposes of these Regulations) is single-step sudden impact of various external forces, the nature, time and place of which can be definitely determined occurred beyond reasonable control of the Insured and causing physical injuries, disability or death. Accident shall also include the impact of external factors: natural disasters, explosions, skin burns, cold injuries, drowning, impact of electric current, stroke of lightning, attack of malefactors or animals, fall of an object or the Insured himself, sudden suffocation, entering of foreign particles into respiratory passages, acute intoxication by poisonous plants, chemicals, low quality food, as well as injuries occurred during the movement of revivals or traffic accidents, use of machines, mechanisms, weapons, and various tools.

<sup>3</sup> Service Company is a company stipulated in the Insured's Insurance Contract (Insurance Policy) that 24 hours provides management of services subject to these regulations.

- related to medical repatriation from the territory of temporary residence to the nearest international airport (in case of foreign travel) or to the nearest airport, railway station (in case of travel in the territory of the Russian Federation and the CIS), where expenses related to residential treatment can exceed the limit provided for by the Insurance Contract. Medical repatriation shall be applied only in case of absence of any contraindications.

**c) Transportation expenses:**

- related to transportation to the nearest international airport (in case of foreign travel) or to the nearest airport, railway station (in case of travel in the territory of the Russian Federation and the CIS), one-way, economy class, expenses related to transportation to a through connection airport, station if the departure was delayed, and i.e. did not happen as of the day stipulated in the travel documents held by the Insured (the Insured Person) due to occurrence of insured event that caused the necessity of residential treatment of the Insured (the Insured Person). The Insured (the Insured Person) shall make his best efforts to return unused travel documents to the Service Company. In case of non-compliance with such condition the Insurer shall deduct the cost of unused travel documents from the amount of compensation;

- related to one-way economy class travel of children under 15 accompanied by the Insured (the Insured Person) during the travel to the nearest international airport (in case of foreign travel) or to the nearest airport, railway station (in case of travel in the territory of the Russian Federation and the CIS), where the children are left alone due to the Insured Event occurred to the Insured Person. The Insurer shall pay for the escorting of children (if necessary);

- related to one-way economy class travel of one of the Insured's close relatives, where the term of hospitalization of the Insured (the Insured Person), who travels alone, exceeds 15 (fifteen days);

- related to transportation of the Insured's (the Insured Person's) luggage;

Means of transportation and the rout shall be determined by the Service Company taking medical contraindications into consideration. Moreover, the Insurer shall not be responsible where the carrier fails to comply with the schedule.

**d) Expenses related to the repatriation of the deceased:**

- expenses agreed upon with the Insurer related to repatriation of the deceased to the nearest international airport (in case of foreign travel) or to the nearest airport, railway station (in case of travel in the territory of the Russian Federation and the CIS) at the place of the Insured's (the Insured Person's) permanent residence. These expenses include expenses related to the organization of repatriation of the body, preparation of the body, purchase of a coffin for international transportation of remains. Moreover, the Insurer shall not reimburse expenses related to ritual services in the territory of the country of Insurer's permanent residence.

- expenses related to transportation of the insured members of family accompanying the body where they cannot use the means of transportation previously provisioned for their return.

**5. Amount at risk. Franchise. Insurance rate. Insurance premium.**

5.1. Amount at Risk is an amount provided for by the Insurance Contract used to determine the amount of insurance premium and the amount of insurance compensation in case of the occurrence of the Insured Event.

Amounts at risk shall be established in RUR. Upon agreement of the parties the amounts equivalent to the amount at Risk in other currencies can be stipulated in the Insurance Contract.

5.3. Insurance Premium shall be the payment for the insurance to be made by the Insured to the Insurer in order and in terms subject to the Insurance Contract.

5.5. Insurance Premium shall be paid by the Insured in a lump sum for the entire insurance period via bank transfer or in cash (in RUR), unless otherwise provided by the Insurance Contract.

5.6. The Insurance Contract may contain the amount of franchise – losses not compensated by the Insurer.

Unless the Insurance Contract provides for the type of franchise, unconditional franchise shall be presumed.

**6. Execution, performance and termination of an insurance contract**

6.1. In order to enter into the Insurance Contract the Insured shall submit an oral or written application to the Insurer.

The fact of execution of the Insurance Contract shall be confirmed by the insurance policy (certificate) with attached Insurance Regulations transferred to the Insured by the Insurer.

Acceptance of insurance policy by the Insured shall be considered as the Insured's (the Insured Person's) consent to enter into the Insurance Contract under the present conditions, and (according to the

Federal Law No. 152 (FZ-No. 152) “On Personal Data”) confirmation of his consent to processing (including all activities subject to Clause 3 of the Law) of personal data stipulated in the insurance contract (policy) or other documents for the purposes of duly performance of the insurance contract, management of services within the term of insurance contract and 5 years after its expiry. This consent can be cancelled by the Insured (the Insured Person) by corresponding written application.

6.2. The Insurance Contract shall be executed with no medical examination of the Insured (the Insured Person).

6.3. In case of occurrence of the Insured Event the Insured (the Insured Person) shall release the physicians of medical institutions from confidentiality obligations to the Insurer as related to the Insured Event.

6.4. The Insured shall notify the Insurer in case of any shift of data of his departure from the place of his permanent residence. In this case the period of insurance can be changed upon agreement of the parties.

6.5. In case of loss of a Insurance Contract (policy) prior to the travel, a duplicate copy of the above shall be executed upon the Insured’s application, where Insured compensates all the Insurer’s expenses, unless otherwise provided by the Insurance Contract.

6.6. The Insurance Contract for the case of departure from the place of permanent residence shall be made for the term of the Insured’s (the Insured Person’s) being outside of the place of permanent residence (abroad; in the territory of the Russian Federation (for citizens who temporary stay in the territory of the Russian Federation and for persons traveling in the territory of the Russian Federation)), but less than 1 (one year) unless otherwise provided by the Insurance Contract.

The Insurance can be entered into:

- for one (single) trip;
- for a certain term with unlimited number of trips stipulating the insurance period in the Contract.

6.7. The Insurance Contract shall come into force upon payment of insurance premium by the Insured from the date mentioned as the Insurance Contract coming into force date in the Contract unless otherwise provided by the Insurance Contract.

The date of payment shall be:

- the date of crediting of the insurance premium to the Insurer’s current account in case of bank transfer;

- the date of receipt of insurance premium at the cashier’s office or by the Insurer’s representative if the insurance premium is paid in cash.

The Insurance Contract shall be terminated at 24:00 of the day stipulated in the Insurance Contract as the date of its termination.

6.8. The insurance regulated by the effective Insurance Contract for all kinds of risks, except for those subject to clauses 4.3 and 4.4 of the above Regulations, shall commence from the moment when the Insured (the Insured Person) passes the border control in the country of departure, and shall be terminated at the moment when he passes the border control coming back from abroad, but not later than 24:00 on the day of termination of insurance subject to the insurance policy.

Where the departure from the place of permanent residence within the Russian Federation is insured, insurance regulated by the effective Insurance Contract shall commence when the Insured (the Insured Person) passes the distance of 100m from the place of permanent residence unless otherwise provided by the Insurance Contract.

6.11. The Insurance Contract shall be terminated when:

6.11.1. it expires;

6.11.2. the Insurer fulfilled his obligations under the Contract in full;

6.11.3. the Insured being a legal entity is liquidated or the Insured (the Insured Person) being an individual dies;

6.11.4. the Insurer is liquidated complying with the procedure subject to the laws of the Russian Federation, except for the cases of transfer of insurance portfolio;

6.11.5. upon agreement of the parties.

6.12. The Insured (the Insured Person) has a right to reject the Insurance Contract at any time unless at the moment of rejection the possibility of occurrence of insured event was eliminated due to the reasons other than the insured event.

In case of the Insured’s (the Insured Person’s) early rejection of the Insurance Contract the insurance premium paid to the Insurer shall not be reimbursed unless otherwise provided by the Insurance Contract.

6.13. The Insurance Contract shall be early terminated provided that upon its coming into force possibility of occurrence of insured event was eliminated or existence of insured risk was terminated due to the reasons other than the insured event.

In case of early termination of the Insurance Contract due to the reasons other than the insured event the Insured is entitled to the part of insurance premium proportional to the time of insurance validity as well to the compensation of expenses related to conduct of the case in the amount of 15% of the insurance premium.

6.14. The Insurer has a right to demand termination of the Insurance Contract in case of non-performance of obligations by the Insured, and shall immediately notify the Insured on any significant changes in circumstances communicated to the Insurer when the contract was executed, provided that such changes may substantially affect the increase of insured risk.

In case of early termination of the contract due to this reason, the Insurer has a right to claim for damages relating to the termination of the contract from the Insured.

6.14.3. The Insurer has no right to demand termination of insurance contract provided that the conditions entailing the increase of insured risk are eliminated.

6.15. The Insurer has a right to demand rendering the executed Insurance Contract invalid and application of consequences according to the laws of the Russian Federation provided that upon execution of the contract there is established that the Insured (the Insured Person) provided the Insurer with knowingly false information regarding the conditions that significantly affected determination of possibility of occurrence of insured event.

6.16. The Insurance Contract shall be deemed invalid from the moment of execution in case of its execution upon occurrence of insured event. The restitution shall be the consequence of rendering such contract invalid.

6.17. A part of insurance premium subject to repayment to the Insured shall be repaid by the Insurer within 5 (five) business days from the date of signing of an agreement on early termination of insurance contract (policy).

## **7. The Insurer's and Insured's rights and obligations. The Insurer's and Insured's relations in case of an insured event**

### **7.1. The Insurer has a right:**

7.1.1. to check information provided by the Insured (the Insured Person) as well as fulfillment of the conditions of the Insurance Contract by the Insured;

7.1.2. to establish the reasons and circumstances of the event that bears the mark of insured event on his own, and to request information from competent authorities, medical institutions, Service companies that may have information regarding the circumstances of the occurred event if necessary;

### **7.2. The Insured has a right:**

7.2.1. to demand fulfillment of obligations under the Insurance Contract from the Insurer;

7.2.2. to amend the conditions of the Insurance Contract as related to the increase of the amount at risk or the term of insurance upon agreement with the Insured;

7.2.3. to receive a duplicate copy of the insurance policy in case of its loss;

7.2.4. to reject the Insurance Agreement before the beginning of an insured travel;

7.2.5. to receive information related to financial stability of the Insurer not subject to commercial secrecy.

### **7.3. The Insurer is obliged:**

7.3.1. to deliver this Regulation to the Insured;

7.3.2. issue the Insurance Contract (insurance policy) to the Insured;

7.3.3. not to disclose the information related to the Insured (the Insured Person), his health and property status;

7.3.4. comply with the conditions of these Regulations and Insurance Contract.

### **7.4. The Insured (the Insured Person) is obliged:**

7.4.1. to provide to the Insurer information significant for determination of possibility of occurrence of insured event executing the Insurance Contract;

7.4.2. to pay insurance premium in the amount and in terms subject to the Insurance Contract (policy);

7.4.3. in case of travelling abroad, to comply with the instructions for entering the country of temporary residence, departure from the country of temporary residence and staying there, as well as in the countries of transit passage, comply with the laws of the country of temporary residence, personal safety instructions and ensure security of insured luggage (personal possessions);

7.4.4. to take measures to maximally reduce the amount of losses;

7.4.5. to show reasonable discretion as if his interests were not insured;

7.4.6. to comply with the conditions of these Regulations and Insurance Contract (policy).

7.5. In case of an event that bears the mark of insured event provided for by clause 4.2 hereof:

7.5.1. The Insured (the Insured Person) shall unless otherwise provided for by the Insurance Contract apply to the Insurer's Service company using the phone number stipulated in the insurance policy and inform the operator on what has happened, providing the details of Insurance Contract (policy), detailed description of circumstances and the nature of necessary aid, his location and the contact phone number. In case of failure to comply with the requirements of this clause, the Insurer has a right to refuse to pay insurance compensation. Expenses related to communication with the Service company (or with the Insurer) shall be reimbursed to the Insured (the Insured Person) upon delivery of confirming documents, moreover, the Insurer shall compensate the cost of first contact only if the consecutive contacts were unnecessary or groundless.

7.5.2. Having received the information the Insurer or the Service company shall organize provision of necessary services subject to the Insurance Contract (policy) to the Insured (the Insured Person), as well as reimburse the Insured's (the Insured Person's) expenses subject to the Insurance Contract (policy).

Groundless refusal to comply with the instructions of the Service company within these Regulations shall be considered as circumstance evidencing that the Insured (the Insured Person) failed to take measures to reduce possible losses.

The Insured shall be released from compensation of losses incurred as a result of the fact that the Insured willingly chose not to take reasonable and available measures to reduce possible losses (Article 962 of the Civil Code of the Russian Federation).

7.5.3. The Insured (the Insured Person) may contact the nearest medical institution if the Insurer's representative or Service company cannot be contacted, as well as if the Insurance Contract (policy) does not provide for mandatory contacting the Service company.

If the Insured (the Insured Person) bears the expenses related to the insured event on his own, he shall inform the Insurer on the above on return and submit the translation of original documents within 30 (thirty) calendar days from the moment of termination of the Insurance Contract:

- application for compensation of expenses providing grounds of failure to apply the Service company to organize necessary medical aid;
- the Insurance Contract (policy);
- the original reference-invoice from the medical institution (on a headed notepaper and/or bearing a corresponding stamp) stipulating surname, name, diagnosis, date of seeking medical advice, term of medical treatment, services listed regarding the dates, cost and total amount;
- original copies of physician's prescription relating to this illness bearing the stamp of a pharmacy and cost of each purchased medicament;
- the original copy of physician's medical referral for laboratory tests and the invoice of the laboratory regarding dates, names and costs of services provided;
- the documents confirming the payment for medical treatment, medications and other services (stamp confirming the payment or bank's confirmation of transfer of the amount).

## **8. Determination of the amount of loss and the procedure of insurance compensation**

8.1. Upon receipt of all necessary documents and data related to the occurred event the Insurer ensures the expertise in order to accept the event as insured event and makes a decision on payment of insurance or refusal.

The Insurer shall make a claim report stipulating the circumstances of insurance event and the amount of insurance compensation to be paid to the Insured (the Insured Person), Service company and medical institution on the basis of application, documents submitted by the Insured (the Insured Person), Service company, medical institution as well as documents and information obtained on his own in case of absence of any court proceedings between the Insurer and Insured (the Insured Person).

The claim report shall not be made, where upon examination of the Insured's (the Insured Person's) application, materials submitted by the Service company or medical institution, there was established that declared expenses and losses do not result from the insured event. In which case a freeform document shall be executed stipulating the reasons for refusal to consider the occurred event as an insured event, and providing the decision on refusal to pay. This decision shall be made in writing and sent to the Insured (the Insured Person) within 15 (fifteen) business days from the moment of receipt of all necessary documents related to the circumstances of the insured event by the Insurer.

8.2. In case of any court proceedings between the Insurer and Insured (the Insured Person) the amount of insurance compensation shall be determined according to the court decision, taking the Insurer's scope of responsibility under the Insurance Contract within the amount at risk.

8.3. The insurance compensation shall be transferred to the Insured (the Insured Person) within 15 (fifteen) business days from the moment of receipt of all necessary documents related to the circumstances of the insured event by the Insurer unless otherwise provided by the Insurance Contract.

In case of insurance in foreign currency equivalent the insurance compensation shall be paid in RUR at the rate of Central Bank of the Russian Federation as of the date of the insured event.

8.4. In case of occurrence of insured event subject to clause 4.2 of these Regulations, the Insurer shall determine the amount of compensation regarding the maximum amounts of liabilities under the Insurance Contract according to the submitted invoices and documents confirming the occurrence of insured event and the amount of losses:

8.4.1. medical expenses related to:

- outpatient services related to health impairment as a result of acute illnesses, injuries and acute toxic exposure as a result of an accident;

- dentistry using painkiller in case of acute aches or destruction (loss) of teeth as a result of an injury;

- bandage, ordinary splints and plaster splits (except for the special fasteners, tools and devices) and additional tools;

- necessary and appropriately conducted diagnostic tests, procedures laboratory tests, electrocardiograms, X-radiography, anesthesia and other medical procedures and courses of treatment;

- urgent operative treatment;

- hospital treatment in a standard ward;

- medication prescribed by physician.

8.4.2. medical transportation expenses related to search and evacuation;

8.4.3. transportation expenses related to:

- repatriation of the body of the deceased Insured (the Insured Person) in the amount of expenses related to transportation to the destination stipulated in the Insurance Contract;

- repatriation of the Insured (the Insured Person) to the place of permanent residence in the amount of expenses related to transportation to the destination stipulated in the Insurance Contract;

- delivery to a medical institution as related to hospitalization in the amount of expenses related to transportation to the destination stipulated in the Insurance Contract;

- delivery of persons accompanying the Insured (the Insured Person), adolescents accompanied by the Insured (the Insured Person), luggage and personal possessions in the amount of expenses related to transportation to the destination stipulated in the Insurance Contract;

- delivery of close relatives with an aim to visit the Insured (the Insured Person) in the amount of expenses related to transportation to the place of hospitalization;

- delivery of insured family members accompanying the body of the deceased Insured (the Insured Person) in the amount of expenses related to transportation to the destination stipulated in the Insurance Contract.

8.8. Where the Insured (the Insured Person) received compensation of losses from third parties, the Insurer shall pay the difference between the amount to be paid under the Insurance Contract and the amount received from third parties. The Insured (the Insured Person) shall inform the Insurer on receipt of such amounts immediately.

## **9. Events not considered as insured events.**

### **Grounds for refusal to pay insurance compensation**

**9.1. The events subject to clause 4.2 shall not be considered as insured events if these occurred as a result of:**

9.1.1. injuries to the Insured's (the Insured Person's) health occurred as a result of his participation in civil unrests, uprisings, riots, wars and civil commotions;

9.1.2. injuries occurred as a result of the Insured's (the Insured Person's) participation in horse, car and motorcycle races, piloting, alpinism, fighting, speleological surveys, professional or amateur sport activities, as well as the Insured's (the Insured Person's) participation in dangerous kinds of activities related to manual work unless otherwise provided by the Insurance Contract;

9.1.3. injuries or illnesses resulting from direct or indirect impact of radioactive exposure;

9.1.4. illnesses that required medical treatment or dental care within six months prior to the date of insurance. This limitation shall not be applied if medical aid was related to life saving, acute tooth ache or necessity of medical intervention to prevent long-term-disability;

9.1.5. expenses related to consultations and examinations during pregnancy, consultations, examinations and treatment of pregnancy complications irrespective of its period, as well as expenses related to obstetrics, except for the cases when life-saving medical aid is necessary;

9.1.6. presentation of nervous diseases, epilepsy, congenital anomalies;

9.1.7. use of alcohol, (street) drugs, various toxic substances (except for the cases when drugs are used according to the physician's prescription), consequences of alcoholism, illnesses and intoxication related to the above;

9.1.8. venereal diseases, HIV and related complications;

9.1.9. consequences of attempted suicide, intentional self-mutilation or other intentional actions of the Insured (the Insured Person) that may cause personal injuries;

9.1.10. alternative healing remedies;

9.1.11. oncology diseases and related complications from the moment when the oncology diseases were diagnosed;

9.1.12. tuberculosis, sarcoidosis and cystic fibrosis irrespective of clinical form and stage of the process;

9.1.13. blood disorders;

9.1.14. infectious or parasitic diseases that does not require organization and maintenance of quarantine measures, except for the cases when such medical aid is life-saving;

9.1.15. orthopedical and orthodontic malfunctions requiring the use of prosthesis;

9.1.16. consequences of poliomyelitis, encephalitis, meningitis and polyneuritis.

**9.2. The expenses related to the events subject to clause 4.2 not considered as insured events shall not be compensated in the following cases:**

9.2.1. conduction of course of treatment commenced and proceeded during the effective period of the Insurance Contract as well as in case of any medical contraindications for traveling known to the Insured (the Insured Person) or of which he should be aware;

9.2.2. evacuation or transportation to a medical institution (from one medical institution to another) organized with no participation of the Service company and performed with no prior approval of the Insurer. This provision shall not be applied if evacuation or transportation were necessary due to extraordinary circumstances or Insured's (the Insured Person's) being at certain place of medical treatment directly endangered his life) health) or due to lack of necessary devices and/or equipment;

9.2.3. evacuation or transportation in case of insignificant illnesses or injuries that could have been treated at the place of Insured's residence and do not prevent him from further travelling;

9.2.4. infliction of moral damage to the Insured (the Insured Person);

9.2.5. infliction of damage to the Insured (the Insured Person) as a result of his illegal actions, as well as actions under influence of alcohol, drugs or intoxication provided that the damage directly resulted from such intoxication;

9.2.6. intentional Insured's (the Insured Person's) actions aimed to occurrence of insured event, including suicide;

9.2.7. any armed forces or armed formations service;

9.2.8. conduct of course of treatment in case of recrudescence of the Insured's (the Insured Person's) existing illness (including inveterate) appearing during his being at resorts, sanatoriums, guest houses, rest homes and similar institutions;

9.2.9. medical examinations or medical aid (medical treatment) not related to the Insured's (the Insured Person's) sudden illness or injury;

9.2.10. any prosthetics, including dental and ocular;

- 9.2.11. if the aim of the travel was medical treatment;
- 9.2.12. provision by the Insured (the Insured Person) to the Insurer of knowingly false data related to his health and/or the scope and cost of medical services rendered to him;
- 9.2.13. conduct of medical manipulations unnecessary for diagnostics or treatment of such illness by a physician or a nurse;
- 9.2.14. artificial pollination, treatment of agenesis and expenses related to prevention of impregnation;
- 9.2.15. rehabilitation treatment or physiotherapy;
- 9.2.16. cosmetic or plastic surgery, except for restorative plastic surgery;
- 9.2.17. related to rendering additional comfort (luxury ward, TV, phone, air conditioner, hair dresser's services, massage, cosmetology, translator's services);
- 9.2.18. preventive vaccination, disinfection and medical expertise;
- 9.2.19. medical treatment of the Insured (the Insured Person) by his relative irrespective of whether they are professional medical personnel;
- 9.2.20. purchase and repair of medical aid devices (glasses, contact lenses, hearing devices, etc.);
- 9.2.21. organization of hospital treatment, activities related to medical transportation, organization of repatriation of the deceased not approved by the Service company.

**9.4. The Insurer shall be released from payment of insurance compensation where the insured event occurred as a result of:**

- 9.4.1. impact of nuclear blast, radiation or radioactive contamination;
- 9.4.2. acts of war or other military activities;
- 9.4.3. civil war, various civil unrests and strikes;
- 9.4.4. acts of terrorists, announcement of the state of emergency;
- 9.4.5. seizure of property by order of authorities;
- 9.4.6. acts of God (floods, earthquakes, rainfalls more intensive than 30 mm per hour, landslides, snowdrifts, fires, etc.).

**9.5. The Insurer has a right to refuse to pay insurance compensation provided that the Insured (the Insured Person):**

- 9.5.1. failed to submit the documents confirming occurrence of insured event;
- 9.5.2. submitted false data or documents containing knowingly false information related to insured event;
- 9.5.3. untimely informed the Insurer on insured event, unless it can be proved that the Insurer was timely informed on occurrence of such an insured event or lack of data provided to the Insurer could not affect his obligation to pay insurance compensation;
- 9.5.4. failed to provide the Insurer with data and documents necessary to fulfill subrogation requirements by the Insurer;
- 9.5.6. intentionally helped to increase of the amount of losses or failed to take reasonable measures to reduce the above in the amount of losses occurred as a result of such failure to take the above measures.

## **10. Procedure for settlements**

10.1. All disputed arising in the course of fulfillment of obligations under the Insurance Contract shall be settled in order subject to the existing laws of the Russian Federation.